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This Instrument Prepared by:
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
RANDOM OAKS

THIS DECLARATION, made on this 30th day of March, 1990, by Random Oaks Venture, a Florida Joint Venture, hereinafter referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Declarant is the sole owner of certain property in Hillsborough County, Florida (The Property), more particularly described as follows:

See Attached Exhibit "A"

WHEREAS, Declarant intends to develop The Property into a residential community to consist of single family homes; and

WHEREAS, Declarant desires to impose a common plan of development and enjoyment upon The Property to protect its value and desirability;

NOW THEREFORE, the Declarant hereby declares that the real property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws").

Section 1. "Architectural Committee" shall mean the Architectural Committee, provided in Article V hereof.

Section 2. "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time.

Section 3. "Assessment" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 4. "Association" means RANDOM OAKS HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns.

Section 5. "Board" means the Association's Board of Directors.

Section 6. "Common Area" means all property whether improved or unimproved, or any interest therein, which from

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time to time is owned by the Association for the common use and enjoyment of all Owners.

Section 7. "Declarant" means Random Oaks Joint Venture, a Florida Joint Venture and its successors and assigns, if such successors and assigns are designated in writing by the Declarant as the successors and assigns of Declarant's rights hereunder.

Section 8. "Documentation" means the legal documentation for the Random Oaks Subdivision consisting of this Declaration and the Articles of Incorporation and By-Laws of the Random Oaks Homeowners Association, Inc., and any amendments to any of the foregoing now or hereafter made.

Section 9. "Dwelling" shall mean the residential dwelling constructed upon a Lot.

Section 10. "Law" includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Properties or to any activities on or about the Properties.

Section 11. "Lot" means any platted parcel of land shown on the recorded subdivision map or plat as recorded in the Public Records of Hillsborough County with the exception of the Common Area and portions, if any, of marked acreage. Lot shall also include unplatted lots shown or designated on the Random Oaks Subdivision Master Plan.

Section 12. "Maintenance" means the exercise of reasonable care to keep buildings, homes, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment for optimum plant growth, and which will, as a minimum, include the mowing of all grass on a Lot.

Section 13. "Member" means every person or entity who holds membership in The Association.

Section 14. "Mortgage" means any mortgage, deed of trust, or other instrument transferring of any interest in a Lot as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 15. "Mortgagee" means any person named as the obligee under any Mortgage, or the successor in interest to such person.

Section 16. "Occupant" means the person or persons, other than the Owner in possession of a Lot, and may, where the context so requires, include the Owner.

Section 17. "Owner" means the record owner, whether one or more persons, of the fee simple title to any Lot, including contract sellers, but excluding any other person holding such fee simple title only as security for the performance of an obligation. As the context may admit, Owner includes all persons (i) claiming any right, title or interest in a Lot by, through, or under any Owner, or (ii) lawfully upon the Properties with the consent of any Owner, express or implied, such as an Occupant.

Section 18. "Person" means any natural person or artificial entity having legal capacity.

Section 19. "Properties" means the lands described as Random Oaks Subdivision as herein and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 20. "Recorded" means filed for record in the Public Records of Hillsborough County, Florida.

Section 21. "Subdivision Map or Plat" means the final official plat as recorded and shall include the subdivided real property therein described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

Section 22. "The Work" means the initial development of the Properties by Declarant and may include changes in the initial development where deemed appropriate by Declarant so long as such changes are not inconsistent with the initial development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Easements and Enjoyment. Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

(a) Fees. The Association's rights to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(b) Suspension. The Association's rights: (i) to suspend the voting rights of any Owner for any period in which any assessment against such Owner's Lot remains unpaid; (ii) to suspend such Owner's right to use any facility owned or controlled by the Association for the same period of unpaid assessments; and (iii) to suspend any Owner's right to use any such facility for any infraction of the Association's valid rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose as provided in Article VII, Section 2, below. However, the common area cannot be mortgaged or conveyed without the consent of at least two thirds (2/3) of the lot owners entitled to cast Class A votes pursuant to Article VII, Section 2.

(d) Delegation of Use. Such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association. Each Owner may delegate his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

(e) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Common Area.

Section 2. Permanence. The benefit of all rights and easements granted by the Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is